

October 28, 1969

Mr. William C. Ward,
1609 Bedford Road,
Deerhurst,
Wilmington, Delaware 19803

Re: Land Redevelopment Company

Dear Bill:

I am enclosing the memorandum which we drafted today in connection with your landfill contract. After you have reviewed this let me know if you wish me to discuss some of these items with Bill Conner. As I told you this morning, I believe it would be more effective for me to sit down and review these with him orally and see what progress we make before giving him a copy of the memorandum or submitting anything in writing.

Sincerely,

William Poole

WP:G
Enclosure

027860

Ward X 16

October 28, 1969

Re: Land Redevelopment Contract

ITEMS TO BE CONSIDERED IN DISCUSSING
OPERATION UNDER THE TERMS OF THE
CONTRACT AND ANY POSSIBLE MODIFICA-
TIONS TO THE CONTRACT

(1) Paragraph 4 of the contract requires the use of the site as an "area landfill" in accordance with the standards set forth in "Sanitary Landfill Facts" as set out in the U.S. Department of Health, Education and Welfare pamphlet. At the opening of the landfill site the County had posted a sign at the landfill prohibiting the deposit of tires, chemical wastes and undrained drums. This was in accordance with the oral discussions of the landfill operation prior to the signing of the contract. At present the County Supervisors are permitting the dumping of these items and the tires in particular cause a problem. In wet weather they work to the surface and require further processing which, of course, adds to the expense and labor of the operation. The drums must be crushed before they can be disposed of and this adds to the cost. Likewise, chemical wastes present a fire hazard and this in turn can add to the cost.

027831

000187

2. Hours of operation.

Paragraph 23 of the contract provides that the landfill shall be open for dumping from 8:00 A.M. until 6:00 P.M. Monday through Saturday. In negotiations prior to the contract it was pointed out that representations had been made by the County that the landfill would be closed at noon on Saturday. Before signing the contract this item was protested, and Bill Conner urged the operator to go along with the changed hours on the ground that it would be hard to persuade County Council to accept this change at this point. He made oral representations that as the operation proceeded an effort would be made to cut back on the hours on Saturday because he recognized the difficulty of hiring bull dozer operators who will work six days a week. Ultimately the hours were cut back to a 2:00 P.M. Saturday closing (rather than the 12:00 noon closing originally discussed), but at the same time the County required the opening of the landfill at 7:00 A.M. on Mondays and Tuesdays and on days following holidays. Thus, instead of a saving of 312 hours a year there is a net saving of only 68 hours a year. This, of course, adds to the expense of operation.

027852

(a) Although the contract is reasonably clear that the landfill should be closed on Sundays, it is now being opened on Sundays by the County without any express authority from the owner. This also imposes additional expense on the owner because it leaves an accumulation of trash to be covered up the first thing Monday morning. This method of operation is also contrary to the provisions of paragraph 9(6) which requires all material at the site to be compacted and covered at the end of each working day.

(3) Paragraph 5 provides that the rental shall be calculated on the basis of \$4.75 per truck having a capacity of not less than two cubic yards and not more than 26 cubic yards.

(a) At the time of the negotiations the County represented that their records showed that only an average of 15 trucks per month of less than 2 cubic yards capacity were dumping at the landfill. The records of the operation indicate that contrary to this representation approximately 15 trucks (less than 2 cubic yards capacity) per day are dumped at the landfill. This, of course, adds to the expense of operation since the operator is paid nothing for these trucks.

027853

(b) The County operates certain trucks of its own and these are apparently not calculated in determining the number of loads deposited at the site. The records would seem to indicate that there are approximately five loads per day in County trucks deposited without any payment to the operator in accordance with paragraph 5(a).

(c) In the contract no provision is made for a "gate truck". In the oral negotiations there was discussion of a gate truck as used at the former landfill site but no provision was made in the contract for this item. In the former contract the operator received payment for the loads deposited by the gate truck. After the operation of the landfill commenced, the County requested the operator to agree to the operation of a gate truck even though the contract does not so provide, and as far as the records would seem to indicate the operator has been receiving no payment for the loads dumped from the gate truck. This appears to be averaging about 10 loads per week.

(d) At the time of the initial negotiations the operator pointed out that in all likelihood new trucks would be purchased to approximate the 26 cubic yard maximum

027864

which can be deposited for one token (\$4.75). At that time the average size of the old trucks in use was 16-18 cubic yards. At least 18 new trucks have been purchased and most of these trucks are 25 cubic yard capacity and of course, this means that the operator must handle additional trash with no increase in compensation.

(4) Paragraph 9(1) of the contract requires the owner to meet certain "deposit depth" standards set out on Exhibit B and approved by the Water and Air Resources Commission. At the northerly end of the tract the plan of operation requires the bottom elevation of the excavation to be 30 feet above sea level. In order to obtain more capacity the County Supervisors attempted to require an excavation down to 26 feet above sea level but this resulted in reaching water level. Subsequently to attempt to increase the capacity of the operation the County has ~~attempted~~ attempted to require the fill of the site to 70 feet above sea level notwithstanding the fact that the top elevation of 60 feet above sea level is shown on the plan of operations approved by the Water and Air Resources Commission.

(a) This adds to the expense of operation when the operator must re-work a site which has already been filled to the 60 foot level as shown on the plan of operations.

(b) Increasing the fill to 70 feet also results in a deterioration of land values for future use, and the 60 foot level is consistent with the elevation of the surrounding terrain which would be acceptable for commercial or industrial use after the area has ceased to be used as a landfill.

5. Zoning.

There have been no efforts made to secure the rezoning of the tract in accordance with the long range plan which calls for commercial and/or light manufacturing. Since residential use of this land after the landfill operation has ceased is out of the question, no other use of the land can be contemplated unless there is a zoning change.

6. It should be noted that the Woodlawn Gravel washing operation is conducted in an area which is within the confines of the acreage shown on Exhibit A to the landfill contract. During negotiations there were oral discussions

027866

about the fact that there would be no problem in reserving sufficient area around the gravel washing plant to permit this operation to continue as in the past. Furthermore, there were representations and discussions to the effect that if and when the County negotiates for a new landfill site to the south of the present landfill site (Exhibit A), one of the items of negotiation would involve the County's assumption of the cost of moving the Woodlawn Gravel operation to a new location. However, either through reliance on the oral discussions or a failure to recognize the importance of a special term in the contract protecting the Woodlawn Gravel operation, no specific term was included in the contract reserving to the operator the area around the Woodlawn Gravel operation together with ingress and egress to this plant.

7. Cost of operation.

In the initial discussions the County projections seemed to indicate that the load input per month would not exceed the minimum until sometime during or toward the end of the third year. On this basis there would be some additional profit to the operator by reason of having to handle fewer loads (consequently at less cost). The records now

027837

indicate that the minimum number of loads under paragraph 5 of the contract will be reached in the first year and therefore, there will be no way in which the contractor can cut his costs in the first year in order to recoup some of his "start up" costs. At the present time there is one more bull dozer and operator on the site than had been projected by either the County or the operator, and it appears likely that a second additional bull dozer and operator will be necessary with only a very slight additional number of loads per week. There is some indication that additional volume may be as a result of encouragement to Middletown, Newark, Odessa, etc. to use the County landfill instead of establishing landfills of their own. This approaches a "metropolitan" operation, and it should be noted that paragraph 32 of the contract provides that in the event of a metropolitan operation the agreement shall be re-negotiated.

William Poole

WP:G

027868

000194